



RENTAL INFORMATION:

Name: _____ Date of Rental: _____
Home Address: _____ Division: _____ Lot: _____
Phone #: _____ Alternate Phone #: _____
Number of individuals, up to 30, that will be attending during the rental period: _____
Email: _____
Reason for Renting pool (i.e. birthday party, celebration, company function, etc): _____

***Note:** This inquiry is information used to assist Klahanie in future rentals to better understand what the pool is rented for

COSTS:

RENTAL FEE:	\$200 (For 1.5-hour rental)
REFUNDABLE DEPOSIT**:	\$500.00 (Paid Separately)

*Klahanie requires 2 (two) lifeguards on duty during the rental period. This rule and the fee associated with this is non-negotiable

**To reserve the facility, Lessee must provide a check in the amount of \$500.00. The check is used as a cleaning/damage deposit and will not be cashed unless there is damage to the Pool area or if excessive clean-up is needed.

Payment type: ☐ Check # _____ Amount of Payment: _____
\$500 Damage Deposit Paid: ☐ YES Check #: _____

Pool Rental – Rules and Regulations

Before filling out an Application for Klahanie's Pool Rental, please read the following rules.

- 1) The Lessee must be a Klahanie Resident and must be on site during the entire rental function.
- 2) The Lessee is financially responsible for any damage that occurs at the Pool, or the immediate area surrounding the pool during the rental time.

- 3) Alcoholic beverages are not permitted in the pool area. If alcoholic beverages are present, the Klahanie staff/lifeguards reserve the right to close the pool and terminate the signed contract. The lessee will forfeit the entire \$500 deposit if alcoholic beverages are present at anytime during the rental of the pool.
- 4) A maximum of 30 individuals will be allowed in the Pool area during the rental period. The Klahanie staff reserves the right to refuse entry if pool has reached the capacity level.
- 5) I understand that given the nature of the rental, the Lessee is required to assist in the clean up of the pool deck.

Required cleanup:
 - i) Throw away all trash on tables, chairs, and pool deck.
 - ii) Empty all trashcans and place bags at pool entrance for lifeguards.
 - iii) Return all pool furniture (chairs, tables, etc.) to proper locations as found prior to rental period
- 6) The Lessee and all guests on the property during the rental are to use only the Pool area.
- 7) In compliance with the King County Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents.
- 8) If you must arrive early to decorate, that time must be included as part of your rental usage time. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon time. The Lessee must supply any additional tables, chairs, etc., that may be needed and are not on the premise.
- 9) Smoking is not permitted inside the building or in the pool area.
- 10) Only fireproof and fire-retardant materials may be used. Nails, thumbtacks, staples, scotch tape, and other materials, which might deface the property, may not be used. Decorations must be removed before the group leaves.
- 11) The Klahanie Association will not be responsible for any personal property during the rental period nor will it be responsible if personal items are left behind.

ACKNOWLEDGEMENT OF CONTRACT

I have read and understand the conditions and regulations and hereby represent that I will be present at the facility during its use and agree to use due care to ensure that said regulation are enforced while the facility is in use. I further realize the ramifications of failure to abide by the policies and/or permit requirements.

Signature of Applicant _____ Date _____

Klahanie Association

Waiver of Liability Relating to COVID-19

Name: _____

Address: _____

Email: _____

Please add children and minor grand-children below all adults are required to fill out a waiver separately. If you need more rows for your children or minor grand-children submit them on a secondary waiver.

Child Name: _____ **Date of Birth:** _____

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The 2019 novel coronavirus outbreak (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Klahanie Association ("HOA") cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while at or using the HOA pool facilities. Although the HOA is following coronavirus guidelines issued by the CDC and other experts to reduce the spread of infection, it is not possible to prevent against the presence of the disease or to shield anyone from all risk of illness caused by COVID-19 and other infections. Therefore, if you choose to utilize and/or enter the HOA pool facilities you may be exposing yourself and your family to and/or increasing your or your family's risk of contracting and/or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warnings concerning COVID-19. Use of the pool facilities is of such value to me and/or to my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 for myself and my children in order to utilize the HOA's pool facilities and services and enter the premises in person. I understand that my family, including child(ren), and I may become exposed to or infected by COVID-19 at the HOA pool as a result of the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA and its officers, managers, employees, volunteers, and program participants and their families. Being fully informed as to these risks and in consideration of being allowed to participate in pool facility activities and/or to enter onto the premises, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness, disease, or injury to my child(ren) or myself (including, but not limited to, personal injuries, temporary or permanent disability, and death), property loss or any other losses, claims, actions, liabilities, damages, costs, or expenses of any kind that I, my family, and my child(ren) may experience or incur in connection with my own or my child(ren)'s attendance at the pool or participation in pool activities ("Claims").

WAIVER OF LAWSUIT/LIABILITY: On my behalf, and on behalf of my children, I hereby forever release, covenant not to sue, discharge, hold harmless, and waive my right to bring suit against the HOA and its trustees, members, employees, agents, or other representatives from the Claims (detailed above) and/or in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the HOA pool, services, and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease, or property losses, or

any other loss, including but not limited to claims of negligence and give up any claim I or my children may have to seek damages, whether known or unknown, foreseen or unforeseen.

COMMITMENT TO THE HOA POOL REOPENING: I am aware of the safety protocols put in place at the HOA Pool. I agree to protect myself, my family, the HOA pool employees, and the HOA community by doing the following: Arriving at the facility in swimsuits if participating in pool activities (understanding that the use of locker rooms/showers is prohibited, with only single-use restrooms available);

- Disinfecting hands upon entry into the facility;
- Stay at home if I am or a family member is feeling sick;
- Timely report to the HOA pool manager any known or potential exposures to COVID-19;

· Monitor for any of the following symptoms:

- A fever of 100.4°F or higher
- Respiratory symptoms, such as dry cough or shortness of breath
- Sore throat
- Headache
- Body aches
- Chills
- Loss of taste or smell

Wearing a mask or face covering when not in the pool. While this is not required at this time, it is highly recommended that everyone wear a mask when not in the pool.

I accept terms & conditions of the Kingsgate 3&4 COVID Waiver Outlined Above

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. In addition, if I have listed any minors above, I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions herein on their behalf and I agree to assume the risks and waive their rights concerning liability as described above.

By signing here, you are consenting to the use of your electronic signature in lieu of an original signature on paper.

Your Signature: _____